

Forest Tree Planting
2005-2006 Planting Season
Commonwealth of Virginia
Department of Forestry

INVITATION FOR BIDS
IFB

Issue Date: October 14 , 2005

IFB#411: A600042

Service Commodity Code:

98852

Issuing Agency:

Commonwealth of Virginia
Department of Forestry
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

Using Agency And/Or Location
Where Work Will be Performed:

Department of Forestry
Commercial Forestland - Region 2

Period of Contract:

Start on February 1, 2006 (with a grace period extending this date to February 15, 2006) and to finish no later than March 31, 2006 (with a grace period extending this date to April 15, 2006).

Sealed Bids will be received until December 1, 2005 at 2:00 P.M. for furnishing the Goods/Services Described Herein And Then Opened in Public.

All Inquiries For Information Should Be Directed To: Amy Ricotta Phone (434) 977-6555 or Dave Milby Phone (804) 443-2211 for Technical Questions.

BIDS SHALL BE MAILED OR HAND DELIVERED TO: DEPARTMENT OF FORESTRY, FONTAINE RESEARCH PARK, 900 NATURAL RESOURCES DRIVE, CHARLOTTESVILLE, VA 22903.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Goods/Services Described At the Price(s) Indicated.

Name and Address of Firm:

Date: _____

By: _____

(print)

By: _____

(signature)

Telephone Number: _____

Title: _____

Fin # _____

PRE-BID CONFERENCE: A pre-bid conference will be held on November 17, 2005, at 2:00 P.M. at the Virginia Department of Forestry, 623 Lewis St., Tappahannock VA 22560. The conference is mandatory for bidders who have not previously been represented at a VDOF Region 2 Tree Planting pre-bid conference and optional for those who have previously attended. (Reference Section 3 herein). Any questions regarding the pre-bid conference should be directed to Dave Milby at 804/443-2211 or Amy Ricotta at 434/977-6555.

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1. PURPOSE:

The purpose of this invitation to Bid is to establish contract prices from forest tree planting contractors, hereinafter called contractors, for the planting of pine seedlings during the 2006 planting season on non-industrial private land under the direction and supervision of the Virginia Department of Forestry.

2. SCOPE OF WORK:

2.1 CONTRACTOR RESPONSIBILITIES AND RIGHTS

2.1.1 General: Contractor agrees to furnish all labor, seedlings, supervision, insurance, tools and equipment in accordance with the terms and specifications of this agreement.

2.1.2 All equipment, supplies and materials will be subject to inspection by the Department at any time during this project.

The contractor agrees to have personnel and full complement of delivery and support systems available and ready for work on February 1, 2006 (with a grace period extending this date until February 15, 2006)

2.1.3 Damage Claims: Should the contractor receive notice of any damage claim, he will, in turn, notify the Department in writing within 10 days specifying location of tract planted, nature of damage, and name and address of the person making said claim. The contractor will also contact the person making the claim within 10 days to begin the process for resolution of the claim. Failure of the contractor to comply will be deemed a serious violation that may result in contract termination.

2.1.4 All appropriate certification and licensing, required by the Environmental Protection Agency and Virginia Department of Agriculture and Consumer Services will be the responsibility of the contractor. Certifications, licenses and/or permits will be valid for the period of application and available for inspection by federal, state and local authorities having jurisdiction over this project. Copies of these certificates, licenses and permits will be made available to the Department upon request.

2.1.5 Sub-Contract: No portion of the work shall be sublet to sub-contractors without first securing the written consent of the Department.

2.1.6 Contractor shall notify the Department of the names and addresses of all sub-contractors as soon as determined and such notices shall include the location, nature and extent of the work to be performed, and a copy of the agreement with each sub-contractor which shall be complete in every detail, including prices.

- 2.1.7 Consent by the Department to any such sub-letting shall not relieve the contractor of full responsibility and liability for the work to be performed by the sub-contractor.
- 2.1.8 Independent Contractor: The contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.
- 2.1.9 Purchases: It will be the responsibility of the contractor to secure and/or purchase the appropriate materials, supplies, additives, etc. *Contractor agrees to purchase all seedlings to be planted under this contract from a Virginia Department of Forestry Nursery. Information on VDOF nurseries is contained on Attachment 6.* Contractor is responsible for arranging payment method, schedule, or process with the VDOF Nursery, and for communicating seedling needs and pick-up during planting season. VDOF facilities at Tappahannock and New Kent will be seedling pick-up locations. Contractor will be responsible for transporting seedlings from pick-up locations to planting sites. Contractor agrees to continue through and complete planting on all contracted acres once planting activities have commenced, unless a temporary interruption is approved or required by the Department. Contractor agrees to bill landowner for combined seedling and labor costs after planting project has been completed and planting quality checks have been performed.
- 2.1.10 Contractor Safety: Contractor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required to protect its employees, its sub-contractor's employees, the employees of others engaged in the work, and the public against bodily injury or damage to property.
- 2.1.11 Contractor also agrees to comply with all laws, rules and/or regulations applicable to the safe performance of such work, including the generality of the foregoing, Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."
- 2.1.12 Contractor Rights: The contractor reserves the right to halt planting operations when the Department, or one of its representatives, fails to meet their responsibilities as outlined in this agreement.

2.2 DEPARTMENT RESPONSIBILITIES AND RIGHTS

- 2.2.1 Ingress and Egress: The Department will obtain permission for rights of ingress and egress for all employees, materials and equipment of the contractor necessary to the project.
- 2.2.2 Tract Designation: The Department will show the contractor the tract to be planted and the boundaries where planting will stop. Tracts will be delineated by flagging, boundary markers or other satisfactory means.
- 2.2.3 Department Rights: The Department reserves the right to halt the planting operation at any time when, in the opinion of the Department, the contractor violates the contract or the contractor's performance is unsafe, or otherwise unsatisfactory.
- 2.2.4 The Department will treat those seedlings needed to control pales weevil prior to arrival at the planting site.
- 2.2.5 The Department reserves the right to reject any and all bids.

2.3 DATES OF PLANTING

- 2.3.1 Tree planting will commence on February 1, 2006 (with a grace period extending this date to February 15, 2006) and end not later than March 31, 2006 (with a grace period extending this date to April 15, 2006).

3. PRE-BID CONFERENCE

A pre-bid conference will be held on November 17, 2005 at 2:00 P.M. at the Virginia Department of Forestry, 623 Lewis St., Tappahannock, Virginia 22560. The conference is mandatory for bidders who have not previously been represented at a VDOF Region 2 Tree Planting pre-bid conference. *DOF must have evidence that attendance was made by a bidder to a previous DOF R2 tree planting pre-bid conference.* The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this invitation to bid. Any questions regarding the pre-bid conference should be directed to Dave Milby at the Department of Forestry in Tappahannock at 804/443-2211 or Amy Ricotta in Charlottesville at 434/977-6555.

4. GENERAL TERMS AND CONDITIONS

- 4.1 VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendor's Manual*. A copy of the manual is normally available for review in the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals".
- 4.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws and regulations.
- 4.3 ANTI-DISCRIMINATION: By submitting their bids all bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contract Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 4.3.1. and 4.3.2. below apply:

- 4.3.1. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

4.3.2 The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.4 ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids or proposals, the Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

4.6 DEPARTMENT STATUS: By submitting their bids Bidders certify that they are not currently debarred from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

4.7 ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

4.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:

4.8.1 INVITATION FOR BIDS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

4.9 CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

4.10 PAYMENT TERM: An agreement shall be signed between the contractor and each landowner. Upon completion of the project, the contractor shall notify the appropriate local DOF forester for his inspection and approval as outlined in Section 7.1. The contractor will then submit an invoice that includes both seedling and labor costs to the landowner for payment. In the event that the specified seedling type was not available at the time of planting, the billable rate will be increased or decreased to reflect **only** the change in seedling cost to the contractor. Payment terms will be a part of the contractor/landowner agreement. Refer to Attachment 4. Any conflicts or claims regarding the project are between the landowner and the contractor (see Attachment 5).

4.10.1 TO SUBCONTRACTORS:

a. A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor's interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 4.11 PRECEDENCE OF TERMS: Paragraphs 4.1 - 4.10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 4.12 QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. Complaints on vendors and/or failure to meet specifications in previous such contracts will be evidence to reject any bid.
- 4.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. The Department will perform planting quality checks during or immediately after planting has been completed on each tract.
- 4.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 4.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
- 4.15.1 The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to

audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

4.15.2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- 4.16 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 4.17 TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 4.18 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.
- 4.19 DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or

use of any controlled substance or marijuana during the performance of the contract.

- 4.20 Nondiscrimination Of Contractors: A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 4.21 Minority/Women Owned Businesses Subcontracting and Reporting: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- 4.22 Statement of Discrimination: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia §2.2-4343.1* or against a bidder because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.
- 4.23 Landowner Agreement: Each landowner that chooses to participate in the contract will sign a Landowner-Department of Forestry Agreement. (Attachment 5). This Agreement explains the contract and outlines the Department, Landowner, and Contractor responsibilities. It also indemnifies the Department of any claims or damages arising from participation in this contract.

5. SPECIAL TERMS AND CONDITIONS

5.1 PLANTING CREW

- 5.1.1 Minimum crew size acceptable is 6 including a crew leader/supervisor. Maximum crew size not to exceed 16 members plus a crew leader/supervisor.
- 5.1.2 Crew leader/supervisor must be able to speak the English language fluently with DOF personnel and to communicate fluently with the crew. Crew leader/supervisor must have a cell phone or other means to communicate with VDOF personnel during regular business hours.
- 5.1.3 Primary responsibility of the crew leader is to supervise crew and to make stocking and excavation checks. A minimum of ten 1/100th acre plots will be taken on each tract planted. The data from these plots will be entered on the Virginia Department of Forestry Field Tally Sheet (Attachment #7) and provided to VDOF personnel.
- 5.1.4 Only one crew per county unless otherwise approved by DOF.
- 5.1.5 Crew will pick up all trash associated with the planting project and dispose of properly in an approved manner.

- 5.1.6 Contractor must comply with the quality specifications whether Department of Forestry is present or not. If contractor chooses to work on weekends, when Department of Forestry is not present, the quality inspection will be made on Monday morning; if standards are not met, the work will be corrected.

5.2 SEEDLING TYPE AND CARE

- 5.2.1 Seedlings for all tracts are required to be Loblolly pine 2nd generation. Some seedlings are to be treated for protection against Pales Weevil. Seedlings must be purchased from a Virginia Department of Forestry Nursery (see Attachment 6). In the event that 2nd generation seedlings are not available, 1st generation, treated seedlings may be substituted. The Department must be notified of this substitution and a rate adjustment reflecting the difference in seedling cost will be given to the landowner.
- 5.2.2 Bags and bundles containing seedlings will be kept closed and under shade at all times. Protective seedling tarps are required.
- 5.2.3 Seedlings in bags, bundles, and planter's tree bags will be kept moist at all times.
- 5.2.4 Planters will carry no more trees in hand than can be carried without roots drying out before planting.
- 5.2.5 Contractor will pick up and carry no more than a 2-day supply of seedlings from the Nursery. Contractor will use seedlings in the order that they were picked up to ensure that the 2-day exposure is not exceeded.
- 5.2.6 Contractor will haul seedling bundles in a covered or enclosed vehicle or trailer to prevent seedling exposure to wind, cold or heat during transport. Contractor may, at his own expense, use a refrigerated van for long term storage of seedlings on site, provided the refrigeration unit is monitored and temperature levels are maintained to the Department's satisfaction.

5.3 PLANTING

- 5.3.1 Only one seedling shall be planted in a hole.
- 5.3.2 The hole shall be in mineral soil free from duff or trash.
- 5.3.3 Seedlings are to be planted at root collar or deeper but not excessively deep; planting tool should be 8" x 3" minimum. Seedling depth should be a minimum of 6 vertical inches.
- 5.3.4 Planting will be with Dibble Bar only.
- 5.3.5 The tap root is to be planted without "J" rooting (turned more than 90%).
- 5.3.6 Lateral roots are not to be twisted or balled up.
- 5.3.7 Seedlings shall stand at no more than 30 degrees of straight up and down.
- 5.3.8 The hole shall be filled in at both the bottom and top and to be packed firmly without injuring bark on seedling (4-needle test).
- 5.3.9 Seedlings are not to be planted in frozen ground or when air temperatures freeze root hairs.

- 5.3.10 Seedlings are to be planted at prescribed stocking rate for each tract.
- 5.3.11 Seedling roots shall not be beaten or otherwise damaged.
- 5.3.12 Trees coated with clay slurry should not be rinsed off.
- 5.3.13 Culling will be done to DOF specifications.
- 5.3.14 Pruning of excessive tap or lateral roots will be done only as needed, and with prior approval of the Department of Forestry representative on the tract.

- 5.4 INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65-800 at seq. of Code of Virginia.

The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- 5.4.1 Workers' Compensation - Statutory requirements and benefits.
- 5.4.2 Employer's Liability - \$100,000.
- 5.4.3 General Liability - \$500,000 combined single limit. The Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- 5.4.4 Automobile Liability: Required limits as stated in Migrant and Seasonal Agricultural Worker Protection Regulations: Part 500.

- 5.5 LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the Section 3.1-250 of the Code of Virginia (1950), as amended, or Section 1261 of Title 15 of the United States Code, then the bidder, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Section 3.1-252 of the Code of Virginia or Title 15 U.S.C. Section 1263.

- 5.6 REFERENCES: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

REFERENCES

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER

5.7 AWARD: The Commonwealth will make the award for the Region to the lowest responsive and responsible Bidder based on the average cost per acre. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

5.8 MIGRANT AND SEASONAL AGRICULTURAL WORKERS PROTECTION ACT (MSPA): In 1987, a Federal Circuit Court of Appeals issued a national injunction making tree planing contractors subject to the Migrant and Seasonal Agricultural Worker Protection Act. This ruling went into effect nationwide on January 7, 1988. Title 29, Part 500 of the Code of Federal Regulations provides protection for migrant and seasonal workers in terms of vehicle safety, housing safety and health, disclosure of wages, hours and other conditions of employment, and recordkeeping.

Under this Act, any person performing the duties of a tree planting contractor or contractor employee is required to obtain a Certificate of Registration from the U. S. Department of Labor. Application forms for the Certificate may be completed with the assistance of the Farm Placement Specialist at any Virginia Employment Commission Office. The Wage and Hour Division of the Department of Labor will provide specific information about the regulations of the MSPA and requirements that the contractor must meet. This information will include relevant data regarding, among other things, disclosure to workers of rights, wages, transportation, and housing.

Each registered contractor and contractor employee as described above must carry at all times while engaging in planting activities his/her Certificate of Registration or Farm Labor Contractor Employee Certificate as appropriate, and upon request shall exhibit that certificate to all persons with whom he/she intends to deal in an official capacity.

REQUIREMENT OF THE ACT AFFECTING THE LANDOWNER:

The Act prohibits any person from utilizing the services of a tree planting contractor without first taking reasonable steps to determine that the contractor possesses a valid Certificate of Registration which authorizes the activity for which the contractor is utilized. Since the Department of Forestry acts as Intermediary for many landowners, the Department should notify landowners for whom trees are to be planted of this requirement. Landowners employing contractors who do not possess a Certificate of Registration are in violation of the Act and could be faced with Department of Labor penalties.

EXEMPTIONS: Persons Not Subject to the Act

1. A landowner who performs the contracting activities on his/her own behalf, i.e. recruiting, hiring, transporting, and paying each planter directly.

2. A person who engages in tree planting contracting activity solely within a 25 mile Intrastate radius of his/her permanent place of residence and for not more than 13 weeks per year. However, if the contractor solicits workers from a distance greater than this 25-mile limit, he/she is then subject to the Act.

IMMIGRATION REFORM AND CONTROL ACT: The Federal Immigration Reform and control Act of 1986 states that employers may hire only American citizens and aliens who are authorized to work in the United States. As a result, tree planting contractors must verify employment eligibility of anyone they hire to plant trees by completing and retaining a Form I-9 for each employee.

SUMMARY: Anyone who performs the named activities, (furnishing, recruiting, employing, soliciting, housing or transporting any migrant or seasonal agricultural workers) with exception as noted, is subject to the requirements of the Migrant and Seasonal Agricultural Worker Protection Act. A Certificate of Registration from the Department of Labor is required. The Certificate and specific regulations may be obtained from the Virginia Employment Commission, Farm Labor Specialist.

- 5.9 INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Landowner and/or Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

6. PRICING SCHEDULE

6.1 INSTRUCTIONS FOR BIDDING:

- 6.1.1 For bids to be considered, complete and sign the Invitation To Bid Sheet, Page 1; list references and reference data (Section 5.7); complete the bid form (Section 6.2) as per these Instructions for Bidding and return this entire Document in time to reach The Department of Forestry Office before 2:00 P.M. December 1, 2005. (allow adequate time.)

Anyone attending bid opening should be in the Department of Forestry's General Services Conference Room at the Department of Forestry, Fontaine Research Park, 900 Natural Resources Drive, Room 2140, Charlottesville, VA by 2:00 P.M., December 1, 2005. Bids completed incorrectly will be disqualified.

- 6.1.2 Contractor must enter a bid for all stocking rates, and seedling types in the Region (see Attachment 1) being offered under this contract.
- 6.1.3 Number of tracts and acreages listed in Attachment 2 are estimates based on information at time of issue. These are not guaranteed and will likely change. The Department may request planting on more acreage than called for in Attachment 2. The additional acreage will not exceed more than 50% of the acreage, without mutual consent of the contractor. This agreement for additional acreage will be subject to the time of planting specified in Section 2.3.1.
- 6.1.4 Bids will be made and the contract awarded on the basis of contractor's average per acre bid.

- 6.1.5 The average per acre bid will be determined as follows:
1. The two values for each Planting Density will be averaged.
 2. This average will be multiplied by the number of acres listed for each planting density.
 3. The sum of these values will be divided by the total number of acres in the contract.
- 6.1.6 After completing Invitation For Bid Sheet (Page 1) and the Bid Form (Section 6.2), this entire Document should be enclosed in a separate envelope. Mark the outside as follows: "Seal bid for the tree planting on commercial forestland in the Commonwealth of Virginia to be opened only at the Department of Forestry office, Charlottesville, VA on December 1, 2005 at 2:00 P.M."
- 6.1.7 Enclose this sealed envelope in a second envelope addressed to the Department of Forestry, 900 Natural Resources Drive, Suite 800 Room 2133, Charlottesville, VA 22903.
- 6.1.8 To obtain bid results, persons bidding should submit a self-addressed, stamped envelope with bid. Contracts will be awarded and mailed to the successful bidder(s) 10 calendar days after the intent to award is issued.
- 6.1.9 The contract (Attachment 3) must be signed and returned with Bid package by December 1, 2005 to Department of Forestry. Once an award has been made, the complete contract will then be mailed to contractor.
- 6.2 Contractor will use the following form for submission of bids to the Department. Separate bids will be submitted for each stocking and seedling type

BID SUBMISSION FORM
2005-2006 FOREST TREE PLANTING CONTRACT
PRICE PER ACRE
LOBLOLLY PINE PLANTING-INCLUDES SEEDLINGS AND LABOR

PLANTING DENSITY (TREES/ACRE)	2 nd Generation Seedlings	2 nd Generation Seedling Treated for Pales Weevil
484 (9' x 10')		
311 (10' x 14')		

Shortleaf Pine: There will be approximately 100 acres of Shortleaf pine planting in the region. Planting density will be 484 trees per acre (9' X 10'). The price per acre is to be \$5.00 higher then 2nd generation Loblolly pine at 484 trees per acre. This price reflects the higher cost of Shortleaf pine seedlings.

7. PERFORMANCE

- 7.1 As outlined in Section 4.10, upon completion of planting a tract, the contractor will notify the local Department forester for his inspection and approval. The Department will inspect the work by taking planting quality sample plots. The landowner and the contractor will be notified of the results of this inspection as soon as practical after inspecting the planting. The Department recommends to the landowner payment or partial payment according to the following schedule. Any conflict or claims regarding the project are between the landowner and contractor (see Attachment 5).

% of Trees Properly Planted *	Payment
85 - 100	Full
75 - 84.9	75%
60 - 74.9	50%
0 - 59.9	No payment

*Defined as: # of properly planted trees from DOF field inspection
trees/acre specified in Tree Planting Agreement

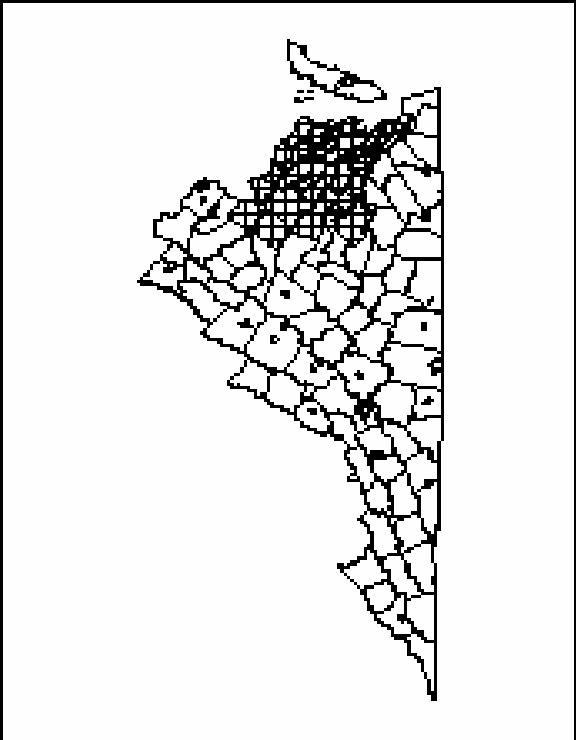
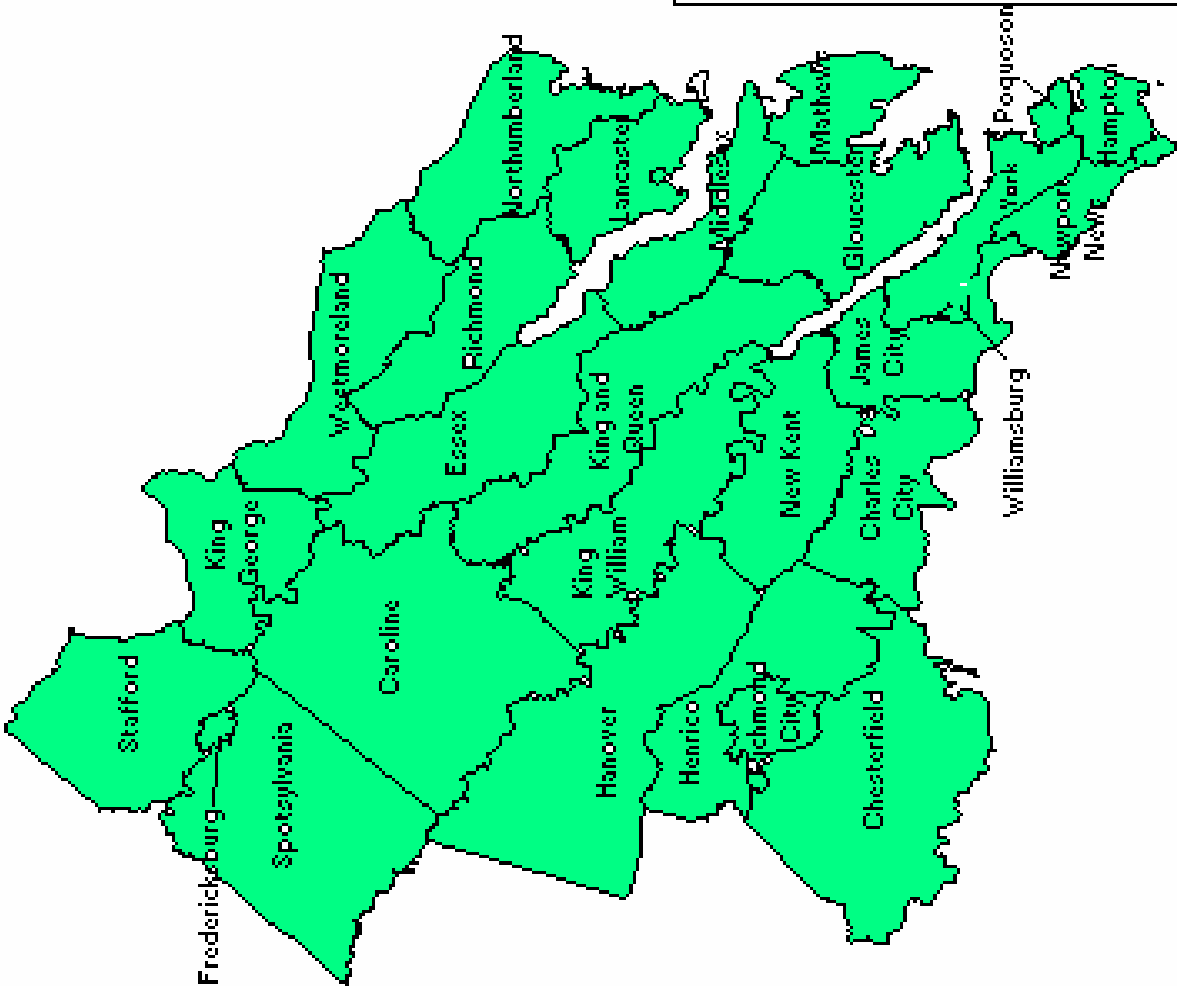
REPLANTING: If replanting is recommended to the landowner by the Department based on the planting quality sample plots, it will be the responsibility of the contractor. The contractor may contract with another qualified contractor to accomplish the replanting with the written consent of the Department in the same planting season.

- 7.2 WEATHER: If weather conditions are prohibitive and delays start up of planting to February 15, 2006 or significantly impact contract progress, the equivalent time will be added to the end of the contract period. The decision on such conditions will be made by the Regional Department of Forestry Contract Administrator, in consultation with the contractor.

8. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Region 2 Tree Planting Contract# IER#411-A600042

Virginia Department of Forestry Region 2 Counties



Attachment 2
Virginia Department of Forestry-Region 2
2005-2006 Tree Planting Contract
County Summary

Contract # 411: A600042

County	# Tracts	Acres	#tracts	Acres
		484 Trees/Ac.		311 Trees/Ac.
Caroline	20	1000		
Spotsylvania	7	450		
King George/Stafford	2	190	1	11
Essex	1	80	3	114
King and Queen/King W m.	20	1250		
Gloucester/Mathews	13	395		
Middlesex/L. King and Queen	8	450		
Chesterfield	6	200		
Hanover	12	400		
Henrico	3	90		
New Kent/Charles City	8	375	2	60
James City/York				
Lancaster/Northumberland	6	210	9	210
Richmond/Westmoreland	9	326		
Total	115	5416	15	395
Total Contract	130	5811		

Contract Number **411: A600042**

ATTACHMENT #3

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF FORESTRY
2005-2006 Tree Planting-**Region 2 Counties**

This contract entered into this _____ day of _____ by _____ hereinafter called the "contractor" and the Commonwealth of Virginia, Department of Forestry, herein called the "Department".

WITNESSETH that the contractor and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The contractor shall provide the services to the Department as set forth in the Invitation For Bid Document attached.

PERIOD OF THE CONTRACT: From February 1, 2006 through March 31, 2006

FOR: **VDOF Region 2 Counties**

COMPENSATION AND METHOD OF PAYMENT: The contractor shall be paid by each landowner as set forth in Section 4.10 of the Invitation For Bid Document.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the Invitation For Bid submitted by the contractor, the general conditions, special conditions, specifications and other data contained in the Invitation For Bids together with all written modifications thereof, all of which Contract Documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Vendor's Manual.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: _____

Title: _____

Date: _____

DEPARTMENT:

By: _____

Title: _____

Date: _____

ATTACHMENT #4

CONTRACT: 411: A600042

TREE PLANTING AGREEMENT

This agreement made and entered this _____ day of _____ between : _____, hereinafter referred to as Contractor; and _____, address: _____ hereinafter referred to as Landowner.

WITNESSETH, in consideration of the payments to be made by the Landowner as specified herein, Contractor agrees to provide VDOF-produced seedlings and plant trees upon land controlled by the Landowner according to the following terms and conditions:

- A. agrees to plant a total of _____ acres in _____ County and more fully described as: _____.
- B. agrees to plant approximately _____ trees per acre at a spacing of approximately _____ feet by _____ feet. The number of trees per acre will not vary by more than 15% and will be properly planted.
- C. agrees to plant between February 1, 2006 and March 31, 2006 dependant on weather conditions and ground conditions on the tracts.
- D. agrees to handle and plant all seedlings according to VDOF's proper planting specifications.
- E. agrees to invoice landowner after certification by VDOF or within 10 days.
- F. Contractor agrees to indemnify, and hold harmless the Landowner from any claims, damages and actions arising from the services furnished by the Contractor.

LANDOWNER

- A. agrees to pay at a rate of _____ per acre for a total of _____, to be paid within 21 days of invoice unless otherwise agreed. Any conflicts or claims regarding the project are between the landowner and the contractor.
- B. agrees that non-payment of money due the Contractor within 21 days after invoice, unless otherwise arranged, shall constitute default.
- C. agrees that in case of non-payment requiring the Contractor to resort to legal action to collect payment due, the Landowner shall also be responsible for all attorneys' fees, court and other costs and for interest on the unpaid balance at the rate of 2.5% per month or legal maximum if lower than 2.5%.

This contract cannot be altered, modified or deviated from unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereinto execute this agreement as of the day and year first written above.

WITNESS _____ **BY** _____
Landowner

WITNESS _____ **BY** _____
Contractor

ATTACHMENT #5
2005-2006 Forest Tree Planting Contract -
LANDOWNER- DEPARTMENT OF FORESTRY AGREEMENT
Contract # 411: A600042

PURPOSE AND DESCRIPTION: The Virginia Department of Forestry (Department), as a service to private forest landowners, coordinates a forest tree planting contract. **The Department charges a fee of \$5.00 per acre for this service (with a minimum charge of \$75.00 per project).** Landowners in need of tree planting services may choose to include their properties among those of similar owners. The Department groups these tracts within a given geographical area. A Department-sponsored Tree Planting Contract is then assembled and sent to prospective bidders. In order to be considered for bidding, contract tree planters must meet insurance, state and federal law, and specific contract performance requirements. Competitive bidding is then conducted under Department and State Purchasing guidelines. If all qualifications are met, the Department awards the contract to the successful bidder.

DEPARTMENT RESPONSIBILITIES:

- Schedule planting of the designated area.
- Inspect the work of the contractor to determine that planting quality specifications of the contract have been met.
- Notify the landowner and the contractor of these inspection results.
- Enforce other provisions of the contract.

LANDOWNER RESPONSIBILITIES: The Department is the overall coordinator for the contract. The actual agreement for tree planting is between the landowner and the contractor. This agreement (Attachment 4 of the contract) outlines the specific landowner, location, number of trees per acre, price, timing of planting, type and source of seedlings, and payment terms. The Contractor is fully responsible for all services being rendered under this contract. As such, any conflicts or claims regarding the project are between the Landowner and the Contractor.

LANDOWNER AGREEMENT:

I, _____, owner of forestland, wish to participate, in the Department of Forestry Forest Tree Planting Contract (**#411:A600042**). I have read and understand the above description, including Department and Landowner responsibilities. I understand that the Contractor is fully responsible for all services being rendered under the contract. I agree to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, arising from participation in this contract, provided that such liability is not attributable to the sole negligence of the agency. **I agree to pay the Department the sum of \$5.00 per acre (\$75.00 minimum) for planting coordination. If the statement is not paid within 30 days of receipt, I will be subject to a late payment fee of 10% per annum. In addition, if the matter is referred for collection, I will be liable for an additional 20% of the unpaid balance.**

Signature Date Landowner or Authorized Agent

Signature Date Department of Forestry Representative

ATTACHMENT #6
Nursery and Seedling Information
2005-2006 Forest Tree Planting Contract
Virginia Department of Forestry

Contract # 411: A600042

Contact Information:

Dwight Stallard, Manager
Garland Gray Forestry Center
19127 Sandy Hill Road
Courtland, VA 23837

804-834-2855

FAX: 804-834-3141

Please contact Dwight Stallard for seedling pricing information and ordering.

The successful vendor will be required to complete and file a credit application with VDOF Nurseries.

Payment terms for seedlings picked up will be as follows:

VDOF Nurseries will bill the Contractor for any seedlings picked up each month at the end of the month. Payment for each month's seedlings will be expected within 30 days of billing. Failure to pay on time could result in the Contractor being refused additional seedlings until the account is current.

Attachment #7
Planting Quality Field Tally Sheet
2005-2006 Forest Tree Planting Contract
Contract#411:A600042

COUNTY _____ REGION _____ DATE SAMPLED _____

TRACT _____ ACRES PLANTED _____ DATE PLANTED _____

PLANTING CREW _____

TYPE OF PLANTING: ☐ MACHINE

TYPE OF SITE PREP _____

☐ HODAD

SEEDLING GRADING DATES _____

☐ DIBBLE

SPECIES PLANTED _____ RECOMMENDED NUMBER OF TREES/ACRE _____

PLOT	NATURAL SEEDLINGS	PLANTED SEEDLINGS	ABOVE GROUND		EXCAVATED		
			UNSATISFACTORY PLANTED	SATISFACTORY PLANTED	DIG 3 TREES AND CODE		
					#1	#2	#3
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
SUM					XXXXXX	XXXXXX	XXXXXX
AVERAGE				*	XXXXXX	XXXXXX	XXXXXX
					SATISFACTORY DUG		
					*		
					TOTAL DUG		
					*		

* = REQUIRED CALCULATION

AVERAGE NUMBER ABOVE GROUND SATISFACTORY PLANTED	X	100	X	(SATISFACTORY DUG	/	TOTAL DUG)	=	TOTAL SATISFACTORY PLANTED
	X	100	X	(/)	=	

CODES	A - ANGLE IMPROPER	E - EXCESSIVELY DEEP	P - PRUNED < 5"	✓ - SATISFACTORY
	B - 2 OR MORE/HOLE	J - J-ROOTED	S - SHALLOW, < 7" DEEP	
	C - DEBRIS IN HOLE	L - LOOSE	T - TWISTED OR BALLED	